

1 Definitions and Interpretation

1.1 In these Conditions the following words and expressions shall have the following meanings:

Conditions	the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by P & I Generators;
Contract	the Customer's order and P & I Generators' acceptance of it in accordance with clause 3.3.
Customer	the person who buys or agrees to buy the Equipment from P & I Generators;
Equipment	the equipment and articles which the Customer agrees to purchase from P & I Generators;
Intellectual Property Rights	all patents, copyrights and related rights, database rights, design rights, trade marks, service marks, trade names, rights in undisclosed or confidential information (such as know how, trade secrets and inventions (whether patentable or not) and other rights of a like nature (whether registered or unregistered) and all applications for such rights as may exist anywhere in the world);
P & I Generators	P & I Generators Limited (Registered number 5717392);
Working Days	any day (other than a Saturday or Sunday) on which the clearing banks are open for normal banking business in England; and
Working Hours	the hours between 0800 and 1630 on a Working Day

1.2 Any reference to a clause is to the relevant clause of these Conditions.

1.3 Headings are included for convenience only and shall not affect the construction or interpretation of these Conditions.

1.4 Words importing a particular gender or number do not exclude other genders or numbers.

1.5 References to any statute, statutory provision or statutory instrument include a reference to that statute, statutory provision or statutory instrument together with all rules and regulations made under it all as from time to time amended, consolidated or re-enacted.

1.6 Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and the words following any of those terms shall not limit the sense of the words preceding those terms.

Application of Conditions

2.1 These Conditions shall:

2.1.1 apply to and be incorporated in the Contract; and

2.1.2 prevail over any inconsistent terms or conditions contained in or referred to in the Customer's purchase order, confirmation of order, or specification, or implied by law, trade custom, practice or course of dealing.

2.2 No addition to, variation of (including any special terms and conditions agreed between the parties), exclusion or attempted exclusion of any term of the Contract shall be binding on P & I Generators unless in writing and signed by a duly authorised representative of P & I Generators.

3 Basis of Sale

3.1 Any quotation is valid for a period of 30 days only.

3.2 Any order or acceptance of a quotation shall be deemed to be an offer by the Customer to P & I Generators to purchase the Equipment pursuant to these Conditions.

3.3 A binding contract shall not come into existence between P & I Generators and the Customer unless and until P & I Generators issues a written order acknowledgement to the Customer (which may include confirmation by email), or P & I Generators delivers the Equipment to the Customer (whichever occurs earlier).

3.4 Acceptance of delivery of the Equipment shall be deemed conclusive evidence of the Customer's acceptance of these Conditions.

3.5 P & I Generators may deliver the Equipment by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the applicable Contract. Each instalment shall be a separate Contract and no cancellation or termination by either party of any one Contract relating to an instalment shall entitle the Customer to repudiate or cancel any other Contract or instalment.

3.6 No order which has been acknowledged by P & I Generators may be cancelled by the Customer, except with the agreement in writing of P & I Generators and provided that the Customer indemnifies P & I Generators in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by P & I Generators as a result of cancellation.

4 The Equipment

4.1 The quantity and description of the Equipment shall be as specified in P & I Generators' acknowledgment of order or (if there is no acknowledgment of order) quotation. All samples, drawings, descriptive matter, specifications and advertising issued by P & I Generators, and any descriptions or illustrations contained in P & I Generators' catalogues or brochures are issued or published for illustrative purposes only and shall not form part of the Contract.

4.2 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by P & I Generators shall be subject to correction without any liability on the part of P & I Generators.

4.3 P & I Generators reserves the right (but does not assume the obligation) to make any changes in the specification of the Equipment which are required to conform with any applicable legislation or, where the Equipment is to be supplied to the Customer's specification, which do not materially affect their quality or performance. Where P & I Generators is not the manufacturer of the Equipment, P & I Generators shall use reasonable endeavours to transfer to the Customer the benefit of any warranty or guarantee given by the manufacturer to P & I Generators.

4.4 P & I Generators' employees, contractors and agents are not authorised to make any contractually binding representations concerning the Equipment. In entering into the Contract, the Customer acknowledges that it does not rely on, and waives any claim for breach of, any such representations which have not been confirmed in writing by an authorised officer of P & I Generators. However, nothing in these Conditions limits P & I Generators' liability for fraudulent misrepresentation.

4.5 Any advice or recommendation given by P & I Generators or its employees, contractors or agents to the Customer or its employees, contractors or agents about the storage, application or use of the Equipment which is not confirmed in writing by an authorised officer of P & I Generators is followed or acted on entirely at the Customer's own risk.

5 Price

- 5.1 The price for the Equipment is based on the rate prevailing at the date of P & I Generators' acknowledgement of the order and P & I Generators may increase the price to cover any increases due to market conditions (including, but not limited to, increases in foreign exchange rates relating to the Equipment, or in labour, materials, supply or transportation costs) which affect P & I Generators at the date of delivery.
- 5.2 The price for the Equipment shall be as stated in P & I Generators' acknowledgement of order or P & I Generators' quoted price and if no such price has been stated (or a quoted price is no longer valid), the price listed in P & I Generators' price list current at the date of acceptance of the order.
- 5.3 The price for the Equipment unless agreed otherwise by P & I Generators in writing will be exclusive of VAT or similar duty which shall be due at the rate ruling on the date of P & I Generators' invoice.
- 5.4 All prices are exclusive of delivery, packaging, packing, shipping, carriage, insurance, and other charges and duties.
- 5.5 P & I Generators reserves the right, by giving notice to the Customer at any time before delivery, to increase the price of such of the Equipment as has not been delivered to reflect any increase in the cost to P & I Generators which is due to any factor beyond the control of P & I Generators (including any foreign exchange fluctuation, currency regulation, alteration of duties, change in legislation, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Equipment which is requested by the Customer, or any delay caused by any instructions of the Customer or failure of the Customer to give P & I Generators adequate information or instructions.

6 Payment

Subject to any special terms agreed in writing between the Customer and P & I Generators, P & I Generators may invoice the Customer for all or any part of the price of the Equipment at any time after a Contract has commenced irrespective of whether delivery has taken place. The Customer shall pay P & I Generators the price as shown in the invoice within 30 days of the date of the invoice.

- 6.1 If the Customer fails to make payment in full on the due date, the whole of the balance of the price of the Equipment then outstanding shall become immediately due and payable and, without prejudice to any other right or remedy available to P & I Generators, P & I Generators may:
- 6.1.1 terminate the Contract or suspend any further deliveries of Equipment (whether ordered under the same Contract or not) to the Customer;
- 6.1.2 appropriate any payment made by the Customer to such of the Equipment (or the Equipment supplied under any other Contract between the Customer and P & I Generators) as it thinks fit (despite any purported appropriation by the Customer);
- 6.1.3 charge interest on the amount outstanding from the due date to the date of receipt by P & I Generators (whether or not after judgment), at the annual rate of 3 % (three per cent) above the base lending rate from time to time of HSBC Bank plc, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment. P & I Generators reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998;
- 6.1.4 suspend all further manufacture, delivery, installation or warranty service until payment has been made in full;
- 6.1.5 make a storage charge for any undelivered Equipment at its current rates from time to time;
- 6.1.6 stop any Equipment in transit; and
- 6.1.7 a general lien on all Equipment and property belonging to the Customer, exercisable in respect of all sums lawfully due from the Customer to P & I Generators. P & I Generators shall be entitled, on the expiry of 14 days' notice in writing, to dispose of such Equipment or property in such manner and at such price as it thinks fit and to apply the proceeds towards the amount outstanding.
- 6.1.8 P & I Generators Ltd reserve the right to charge interest and to claim compensation on invoices not paid within the agreed credit period, in accordance with the Late Payment of Commercial Debts Regulations 2002 (as amended or replaced from time to time). In addition, all costs incurred on the collection of overdue sums (including, but not limited to, collection agents' fees, will be charged to and payable by The Customer."
- 6.2 All sums payable to P & I Generators under the Contract shall become due immediately on its termination, despite any other provision of the Contract. This clause 0 is without prejudice to any right to claim for interest under the law, or any right under the Contract.
- 6.3 P & I Generators may, without prejudice to any other rights it may have, set off any liability of the Customer to P & I Generators against any liability of P & I Generators to the Customer.

7 Delivery of the Goods

- 7.1 P & I Generators shall use its reasonable endeavours to deliver the Equipment on the date or dates specified in P & I Generators' acknowledgement of order, but any such date is approximate only. If no dates are so specified, delivery shall be within a reasonable time of acceptance of the order. Time is not of the essence as to the delivery of the Equipment and P & I Generators shall not be liable for any delay in delivery, howsoever caused.
- 7.2 The Equipment may be delivered by P & I Generators in advance of the quoted delivery date on giving reasonable notice to the Customer.
- 7.3 Delivery shall be made during Working Hours and P & I Generators may levy additional charges for any deliveries made outside such hours at the Customer's request.
- 7.4 The Customer shall be responsible (at the Customer's cost) for preparing the delivery location for the delivery of the Equipment and for the provision of all necessary access and facilities reasonably required to deliver and install the Equipment (including ensuring that a duly authorised representative of the Customer is available to receive the Equipment and to sign any paperwork requested by P & I Generators to confirm delivery). If P & I Generators is prevented from carrying out delivery or installation on the specified date because no such preparation has been carried out, P & I Generators may levy additional charges to recover its loss arising from this event.
- 7.5 The Customer shall be deemed to have accepted the Equipment when the Customer has had seven days to inspect it after delivery and has not exercised in writing its right of rejection in accordance with clause 0.
- 7.6 After acceptance the Customer shall not be entitled to reject Equipment which is not in accordance with the Contract.
- 7.7 P & I Generators shall be responsible for any damage, shortage or loss in transit, provided that the Customer notifies it to P & I Generators (or its carrier, if applicable) within two days of delivery of the Equipment and that the Equipment has been handled in accordance with the P & I Generators' stipulations. Any remedy under this clause 0 shall be limited, at the option of P & I Generators, to the replacement or repair of any Equipment which is proven to P & I Generators' satisfaction to have been lost or damaged in transit.

8 Title and Risk

- 8.1 The Equipment shall be at the risk of P & I Generators until delivery to the Customer at the place of delivery specified in P & I Generators' acknowledgement of order. P & I Generators shall off-load the Equipment at the Customer's risk.
- 8.2 Ownership of the Equipment shall pass to the Customer on the later of completion of delivery (including off-loading), or when P & I Generators has received in full in cleared funds all sums due to it in respect of:

- 8.21 the Equipment; and
- 8.2.2 all other sums which are or which become due to P & I Generators from the Customer on any account.
- 8.3 Until ownership of the Equipment has passed to the Customer under condition 0, the Customer shall:
- 8.3.1 hold the Equipment on a fiduciary basis as P & I Generators' bailee;
- 8.3.2 store the Equipment (at no cost to P & I Generators) in satisfactory conditions and separately from all the Customer's other equipment or that of a third party, so that it remains readily identifiable as P & I Generators' property;
- 8.3.3 not destroy, deface or obscure any identifying mark or packaging on or relating to the Equipment; and
- 8.3.4 keep the Equipment insured on the P & I Generators' behalf for its full price against all risks to the reasonable satisfaction of the P & I Generators, and hold the proceeds of such insurance on trust for P & I Generators and not mix them with any other money, nor pay the proceeds into an overdrawn bank account.
- 8.4 The Customer's right to possession of the Equipment before ownership has passed to it shall terminate immediately if any of the circumstances set out in clause 0 arise or if the Customer encumbers or in any way charges the Equipment, or if the Customer fails to make any payment to P & I Generators on the due date.
- 8.5 The Customer grants P & I Generators, its agents and employees an irrevocable licence at any time to enter any premises where the Equipment is or may be stored in order to inspect it, or where the Customer's right to possession has terminated, to remove it. All costs incurred by P & I Generators in repossessing the Equipment shall be borne by the Customer.
- 8.6 On termination of the Contract for any reason, P & I Generators' (but not the Customer's) rights in this clause 0 shall remain in effect.
- 8.7 P & I Generators may appropriate payments by the Customer to such Equipment as it thinks fit, notwithstanding any purported appropriation by the Customer to the contrary, and may make such appropriation at any time.

9 Inspection and Testing of New Equipment

- 9.1 P & I Generators shall be entitled at its sole discretion:
- 9.1.1 to test and inspect the Equipment on delivery to ensure that it complies with the requirements of the Contract; and
- 9.1.2 if so requested by the Customer, give the Customer reasonable advance notice of such tests (which the Customer shall be entitled to attend).

10 Export Terms

- 10.1 Where the Equipment is supplied for export from the United Kingdom, the provisions of this clause 0 shall (subject to any contrary terms agreed in writing between P & I Generators and the Customer) in the case of conflict override any other clause or provision of these Conditions.
- 10.2 The Customer shall be responsible for complying with any legislation governing:
- 10.2.1 the importation of the Equipment into the country of destination; and
- 10.2.2 the export and re-export of the Equipment,
- and shall be responsible for the payment of any duties on it.
- 10.3 Unless otherwise agreed in writing between the Customer and P & I Generators, the Equipment shall be delivered free on board the air or sea port of shipment and P & I Generators shall be under no obligation to give notice under section 32(3) of the Sale of Goods Act 1979.
- 10.4 P & I Generators shall be responsible for arranging for the testing and inspection of the Equipment at P & I Generators' premises before shipment.
- 10.5 Payment of all amounts due to P & I Generators shall be made by irrevocable letter of credit opened by the Customer in favour of P & I Generators and confirmed by a bank in England acceptable to P & I Generators or, if P & I Generators has agreed in writing on or before acceptance of the Customer's order to waive this requirement, by acceptance by the Customer and delivery to P & I Generators of a bill of exchange drawn on the Customer payable 60 days after sight to the order of P & I Generators at such branch of HSBC Bank plc in England as may be specified in the bill of exchange.
- 10.6 The Customer shall pay the price for the Equipment in pounds sterling.

11 Warranties and Liability

- 11.1 P & I Generators warrants to the Customer that the Equipment is free from defects of workmanship and materials. P & I Generators undertakes (subject to the remainder of this clause 0), at its option, to repair or replace Equipment (other than consumable items) which is found to be defective as a result of faulty materials or workmanship within twelve months of delivery, installation or commissioning of set
- 11.2 P & I Generators Supplier shall not be liable for a breach of the warranty contained in clause 0 unless:
- 11.2.1 the Customer gives written notice of the defect to P & I Generators within seven days of the time when the Customer discovers or ought to have discovered the defect; and
- 11.2.2 after receiving the notice, P & I Generators is given a reasonable opportunity of examining such Equipment and the Customer (if asked to do so by P & I Generators) returns such Equipment to P & I Generators' place of business at the Customer's cost for the examination to take place there.
- 11.3 P & I Generators shall not be liable for a breach of the warranty in clause 0 if:
- 11.3.1 the Customer makes any use of Equipment in respect of which it has given written notice under clause 0; or
- 11.3.2 the defect arises because the Customer failed to follow P & I Generators' oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Equipment or (if there are none) good trade practice; or
- 11.3.3 the Customer alters or repairs the relevant Equipment without the written consent of P & I Generators.
- 11.4 Any repaired or replacement Equipment shall be under warranty for the unexpired portion of the twelve-month period as set out in clause 0.
- 11.5 P & I Generators shall not be liable for any damage or defect to the Equipment caused by improper use of the Equipment or use outside its normal application.

12 Customer Remedies

- 12.1 P & I Generators shall not be liable for any non-delivery of Equipment (even if caused by P & I Generators' negligence) unless the Customer notifies P & I Generators in writing of the failure to deliver within seven days after the scheduled delivery date.

- 12.2 Any liability of P & I Generators for non-delivery of the Equipment shall be limited to replacing the Equipment within a reasonable time or issuing a credit note at the pro rata contract rate against any invoice raised for such Equipment.
- 12.3 If P & I Generators' performance of its obligations under the Contract is prevented or delayed by any act or omission of the Customer (other than by reason of a Force Majeure Event under clause 0), the Customer shall be liable to pay to P & I Generators all reasonable costs, charges or losses sustained by it as a result, subject to P & I Generators notifying the Customer in writing of any such claim it might have against the Customer in this respect.
- 12.4 In the event of any claim by the Customer under the warranty given in clause 0, the Customer shall notify P & I Generators in writing of the alleged defect. P & I Generators shall have the option of testing or inspecting the Equipment at its current location or moving it to the P & I Generators' premises (or those its agent or sub-contractor) at the cost of P & I Generators. If the Customer's claim is subsequently found by P & I Generators to be outside the scope or duration of the warranty in clause 0, the costs of transportation of the Equipment, investigation and repair shall be borne by the Customer.

13 Limitation of Liability

- 13.1 The following provisions set out the entire financial liability of P & I Generators (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:
- 13.1.1 any breach of the Contract; and
- 13.1.2 any representation, statement or tortious act or omission (including negligence) arising out of or in connection with the Contract.
- 13.2 All warranties, conditions and other terms implied by statute or common law are excluded from the Contract to the fullest extent permitted by law.
- 13.3 Nothing in these Conditions excludes or limits the liability of P & I Generators for:
- 13.3.1 death or personal injury caused by P & I Generators' negligence; or
- 13.3.2 fraud or fraudulent misrepresentation.
- 13.4 Subject to clause 0 and clause 0:
- 13.4.1 P & I Generators shall not be liable, whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation or otherwise for:
- a) loss of profits; or
 - b) loss of business; or
 - c) depletion of goodwill or similar losses; or
 - d) loss of anticipated savings; or
 - e) loss of goods; or
 - f) loss of contract; or
 - g) loss of use; or
 - h) loss or corruption of data or information; or
 - i) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.
- 13.4.2 P & I Generators' total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the price payable for the Equipment under clause 0.

14 Intellectual Property Rights

- 14.1 Where P & I Generators manufactures the Equipment, or applies any process to it, in accordance with a specification submitted or prepared by the Customer or any other information provided by the Customer, the Customer shall indemnify and keep indemnified P & I Generators against all losses, damages, costs, claims, demands, liabilities and expenses (including without limitation consequential losses, loss of profit and loss of reputation, and all interest, penalties and legal and other professional costs and expenses) awarded against or incurred by P & I Generators in connection with, or paid or agreed to be paid by P & I Generators in settlement of, any claim for infringement of any third party Intellectual Property Rights which results from P & I Generators' use of the Customer's specification or such other information. The indemnity shall apply whether or not the Customer has been negligent or at fault and does not limit any further compensation rights of P & I Generators.
- 14.2 The Customer acknowledges that all Intellectual Property Rights used by or subsisting in the Equipment are and shall remain the sole property of P & I Generators or (as the case may be) the third party rights owner.
- 14.3 P & I Generators shall retain the property and copyright in all documents supplied to the Customer in connection with the Contract and it shall be a condition of such supply that the contents of such documents shall not be communicated either directly or indirectly to any other person, firm or company without the prior written consent of P & I Generators.
- 14.4 P & I Generators' Intellectual Property Rights in and relating to the Equipment shall remain the exclusive property of P & I Generators, and the Customer shall not at any time make any unauthorised use of such Intellectual Property Rights, nor authorise or permit any of its agents or contractors or any other person to do so.

15 Confidentiality and Supplier's property

- 15.1 The Customer shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Customer by P & I Generators or its agents, and any other confidential information concerning P & I Generators' business or its products which the Customer may obtain. The Customer shall restrict disclosure of such confidential material to such of its employees, agents or sub-contractors as need to know the same for the purpose of discharging the Customer's obligations to P & I Generators, and shall ensure that such employees, agents or sub-contractors are subject to obligations of confidentiality corresponding to those which bind the Customer.
- 15.2 All materials, equipment and tools, drawings, specifications and data supplied by P & I Generators to the Customer shall at all times be and remain the exclusive property of P & I Generators, but shall be held by the Customer in safe custody at its own risk and maintained and kept in good condition by the Customer until returned to P & I Generators, and shall not be disposed of or used other than in accordance with P & I Generators' written instructions or authorisation.
- 15.3 This clause 0 shall survive termination of the Contract, howsoever arising.

16 Termination

- 16.1 Without prejudice to any other right or remedy available to P & I Generators, P & I Generators may terminate the Contract or suspend any further deliveries under the Contract without liability to the Customer and, if the Equipment has been delivered but not paid for, the price of the Equipment shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary if:
- 16.1.1 the ability of the Customer to accept delivery of the Equipment is delayed, hindered or prevented by circumstances beyond the Customer's reasonable control; or
- 16.1.2 an order is made or a resolution is passed for the winding up of the Customer, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order in relation to the Customer; or

- 16.1.3 an order is made for the appointment of an administrator to manage the affairs, business and property of the Customer, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the Customer, or notice of intention to appoint an administrator is given by the Customer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986); or
- 16.1.4 a receiver is appointed of any of the Customer's assets or undertaking, or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the Customer, or if any other person takes possession of or sells the Customer's assets; or
- 16.1.5 the Customer makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way, or becomes bankrupt; or
- 16.1.6 the Customer ceases, or threatens to cease, to trade; or
- 16.1.7 the Customer takes or suffers any similar or analogous action in any jurisdiction in consequence of debt.
- 16.2 Termination of the Contract, howsoever arising, shall not affect or prejudice the accrued rights of the parties as at termination or the continuation of any provision expressly stated to survive or implicitly surviving termination.

17 Force majeure

P & I Generators reserves the right to defer the date of delivery, or to cancel the Contract or reduce the amount of Equipment ordered, if it is prevented from or delayed in carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including without limitation strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors (**Force Majeure Event**).

18 Waiver

- 18.1 A waiver of any right under the Contract is only effective if it is in writing and signed by or on behalf of the waiving party, and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given.
- 18.2 Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

19 Severance

If any provision of the Contract is judged to be illegal or unenforceable, the continuation in full force and effect of the remainder of the provisions will not be prejudiced

20 Entire Agreement

- 20.1 The Contract, together with the documents referred to in it, constitutes the entire agreement and understanding between the parties in respect of the matters dealt with in it and supersedes any previous agreement between the parties relating to such matters.
- 20.2 The Customer acknowledges and agrees that in entering into the Contract it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this agreement or not) relating to the subject matter of this agreement other than as expressly set out in the Contract.

21 Assignment

- 21.1 The Customer shall not, without the prior written consent of P & I Generators, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.
- 21.2 P & I Generators may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.

22 Third party rights

- 22.1 This Contract does not create any right enforceable by any person who is not a party, save that a person who is the permitted successor to or assignee of the rights of a party is deemed to be a party to this Contract and the rights of such successor or assignee shall, subject to and on any succession or assignment permitted by this Contract, be regulated by the terms of this Contract.
- 22.2 Notwithstanding that any term of this Contract may be or become enforceable by a person who is not a party to it, the terms of this Contract or any of them may be varied, amended or modified or this Contract may be suspended, cancelled or terminated by agreement in writing between the parties, or this Contract may be rescinded (in each case), without the consent of any such third party.

23 Notices

- 23.1 Notices will be delivered or sent to the addresses of the parties on the Order or to any replacement address notified by either party to the other in accordance with this clause 0 Any notice must be in writing and may be delivered personally or by recorded delivery post or first class mail or fax provided faxes are confirmed within 24 hours by first-class mailed confirmation of a copy. Correctly addressed notices sent by first-class mail will be deemed to be delivered two (2) Working Days after posting. Correctly directed faxes will be deemed to have been received instantaneously on transmission provided that they are confirmed as set out above. Each party may specify by notice to the other a particular individual or office holder to whom any notices served on it are to be addressed in which event a notice will not be validly given unless so addressed.

24 Relationship

- 24.1 Nothing in the Contract is intended to create a partnership between the parties, or to authorise either party to act as agent for the other. Save where expressly so stated in the Contract neither party will have authority to act in the name or on behalf of or otherwise to bind the other.

25 Announcements and Publicity

- 25.1 Neither party shall make any announcement relating to the Contract or its subject matter without the prior written approval of the other party except as required by law or by any legal or regulatory authority.

26 Costs

- 26.1 Each party shall pay its own costs and expenses relating to the negotiation, preparation, execution and implementation of the Contract and of each document referred to in it.

27 Governing law and jurisdiction

- 27.1 The Contract and any disputes or claims arising out of or in connection with its subject matter are governed by and construed in accordance with the law of England.
- 27.2 The parties irrevocably agree that the courts of England have non-exclusive jurisdiction to settle any dispute or claim that arises.